AMENDMENT OF SOLICITATI	ON/MODIFICATI	ON OF CONTRACT	1. Contract		Page 1 Of 5
2. Amendment/Modification No.	3. Effective Date	4. Requisition/Purchase Re		5. Project No. (In	f applicable)
P00001	2004FEB12	SEE SCHEDULE			
6. Issued By	Code W56HZV	7. Administered By (If other	r than Item 6)		Code S0512A
TACOM WARREN BLDG 231		DCMA VAN NUYS			
AMSTA-AW-ABGB JAMES MAINERO (586)573-2324		6230 VAN NUYS BLVD VAN NUYS, CALIFORN			
WARREN, MICHIGAN 48397-5000					
HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: MAINEROJ@TACOM.ARMY.MIL					
IMAI. IMAR.NOORIBOOMIANI . HII		SCD C	PAS NONE	ADP PT	' НQ0339
8. Name And Address Of Contractor (No., Str	eet, City, County, State and	Zip Code)	9A. Amendme	nt Of Solicitation N	No.
SHAPE CHANGE TECHNOLOGIES LLC			1		
1731 HENDRIX AVE THOUSAND OAKS, CA. 91360-3316			9B. Dated (See	e Item 11)	
			104 Medifica	tion Of Contract/C	Andon No
		X	TOA. Modifica	tion Of Contract/C	order No.
TYPE BUSINESS: Other Small Business	Performing in H S		DAAE07-03-C-		
	FEITOIMING IN U.S.		10B. Dated (Se	ee Item 13)	
	THE ITEM ONLY ADDIT	ES TO AMENDMENTS OF		IC .	
The above numbered solicitation is amend	ded as set forth in item 14.	The hour and date specified	for receipt of Of	fers	
is extended, is not extended.  Offers must acknowledge receipt of this am	endment prior to the hour	and date specified in the solic	itation or as ame	ended by one of the	following methods:
(a) By completing items 8 and 15, and return	ning copies o	of the amendments: (b) By ac	knowledging rec	eipt of this ame ndr	nent on each copy of the
offer submitted; or (c) By separate letter or ACKNOWLEDGMENT TO BE RECEIVE	0				
SPECIFIED MAY RESULT IN REJECTION					
change may be made by telegram or letter,	provided each telegram or	letter makes reference to the	solicitation and t	his amendment, ar	nd is received prior to the
opening hour and date specified.  12. Accounting And Appropriation Data (If re ACRN: AB NET INCREASE: \$360,899.00	quired)				
ACRN: AB NET INCREASE: \$360,899.00	•				
13. THIS	ITEM ONLY APPLIES T	O MODIFICATIONS OF CO	ONTRACTS/OR	DERS	
KIND MOD CODE: B		act/Order No. As Described In			
A. This Change Order is Issued Pursua The Contract/Order No. In Item 10			The Cl	hanges Set Forth I	n Item 14 Are Made In
B. The Above Numbered Contract/Ord Set Forth In Item 14, Pursuant To T		_	such as changes	in paying office, ap	opropriation data, etc.)
C. This Supplemental Agreement Is En	tered Into Pursuant To Au	thority Of:			
D. Other (Specify type of modification a	and authority)				
E. IMPORTANT: Contractor X is not	, is required to sign	this document and return		copies to the Issuin	g Office.
14. Description Of Amendment/Modification (	Organized by UCF section	headings, including solicitation	on/contract subj	ect matter where fe	easible.)
SEE SECOND PAGE FOR DESCRIPTION					
Except as provided herein, all terms and condi	tions of the document refer	renced in item 9A or 10A, as l	neretofore chang	ed, remains uncha	nged and in full force
15A. Name And Title Of Signer (Type or print	)	16A. Name And Title	Of Contracting	Officer (Type or p	orint)
- · · · · ·		WYMAN E. YOUNG I YOUNGE@TACOM.ARM	I		
15B. Contractor/Offeror	15C. Date Signed	16B. United States O		1 3023	16C. Date Signed
(Signature of person authorized to sign)	_	By(Signature	/SIGNED/ of Contracting (	Officer)	2004FEB12
(Signature of person authorized to sign)		(Signature	or contracting (	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	

## **CONTINUATION SHEET**

## Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-C-L051

MOD/AMD P00001

Page 2 of 5

Name of Offeror or Contractor: SHAPE CHANGE TECHNOLOGIES LLC

SECTION A - SUPPLEMENTAL INFORMATION

1. The purpose of this unilateral Modification P00001 is to provide the final increment of funds for this contract, per paragraph B.3.2, in the amount of \$360,899.

PREVIOUS FUNDING AVAILABLE ON THIS CONTRACT: \$365,404.00

AMOUNT OF INCREMENTAL FUNDS ADDED THIS ACTION: \$360,899.00

TOTAL AMOUNT AVAILABLE ON THIS CONTRACT: \$726,303.00

2. The following paragraphs of the contract are changed as follows:

SECTION DESCRIPTION

B and Schedule Added subCLIN 000102/ACRN AB to provide the final increment of funds.

Section G Provided new accounting data for the final increment of funds.

\*\*\* END OF NARRATIVE A 001 \*\*\*

**CONTINUATION SHEET** 

# Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-C-L051

MOD/AMD P00001

**Page** 3 **of** 5

Name of Offeror or Contractor: SHAPE CHANGE TECHNOLOGIES LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	R&D SERVICE	1	LO		\$
	NOUN: POROUS SME TANK TRACK SECURITY CLASS: Unclassified				
	Inspection and Acceptance INSPECTION: Destination				
	Deliveries or Performance         PERF COMPL           DLVR SCH         PERF COMPL           REL CD         QUANTITY         DATE           001         1         15-FEB-2005           \$ 726,303.00				
000101	R&D SERVICE  NOUN: FY03 PHII SBIR SHAPE CHANGE  PRON: E132C007EH PRON AMD: 02 ACRN: AA  AMS CD: 665502M4055  (AMOUNT: \$ 365,404.00)				
000102	R&D SERVICE  NOUN: FY04 PHII 2ND INC. SHAPE CHAN				
	PRON: E142C145EH PRON AMD: 01 ACRN: AB  AMS CD: 665502M4055  Estimated Cost: \$333,807  Fixed Fee: \$27,092				
	Cost and Fixed Fee: \$360,899  (End of narrative B001)				
	(AMOUNT: \$ 360,899.00)				

## **CONTINUATION SHEET**

### Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-C-L051 MOD/AMD P00001

Page 4 of 5

Name of Offeror or Contractor: SHAPE CHANGE TECHNOLOGIES LLC

CHANGE OF CHANGE TECHNOLOGIES DEC

#### B.1 Estimated Cost and Payment

- B.1.1 The estimated cost for performance of the work required under this contract is as stated in Section B Schedule.
- B.1.2 The Contractor will be paid for the fixed fee stated in Section B under CLIN 0001 for the performance of work under the Contract and in accordance with the terms of the Contract Clause entitled, "FIXED FEE," (Mar 1997), FAR 52.216-8. The fixed fee together with the reimbursement of cost shall constitute full and complete consideration for the Contractor's service in connection with the work required and performed under this Contract.
- B.1.3 Allowable cost shall be determined, and payment shall be provided, in accordance with the Contract Clause entitled, "ALLOWABLE COST AND PAYMENT."

#### B.2 Payment

The Contractor may submit public vouchers every two weeks for payment under this Contract. The fee will be payable at the time of reimbursement of cost at the same rate as the total Contract fee bears to the total estimated cost, subject to any withholding pursuant to provisions of this Contract.

#### B.3 Funding

B.3.1 The Government shall provide funds under this Contract covering the estimated cost and fee, on an incremental basis as provided for in the following funding schedule and pursuant to the Contract Clause entitled, "LIMITATION OF FUNDS." It is estimated that the incremental amounts are sufficient for the performance of work in each cited period. The Government may, at its discretion, allot such funds on an incremental basis within each fiscal year. The Contractor shall plan and execute the work required by this Contract to expend and/or commit funds compatible with the funding schedule below. Whenever the Contractor has reason to believe the funds allotted to this contract for any fiscal year are either insufficient or excessive for performing the work required in that fiscal year, the Contractor shall notify the Government.

#### B.3.2 <u>Incremental Funding Schedule</u>

Performance Period Amount

Award through Feb 2003: \$365,404

Mar 2004 through Contract Completion: \$360,899

Total: \$726,303

- B.4 Funds Allotted. The amount of funds currently allotted to this Contract are \$726,303. \*
- B.4.1 For the purpose of the Contract clause, "LIMITATION OF FUNDS," the total amount allotted by the Government to the Contract shall be the amount of funds allotted in paragraph B.4 above.
- B.4.2 In performing this Contract, the Contractor is not obligated to incur costs, including fee, in excess of the amount of funds allotted to the Contract, as shown in this clause, nor is the Government obligated to reimburse the Contractor for cost and fee in excess of the amount of funds allotted to the Contract by the Government.
- \* Revised by Modification P00001

\*\*\* END OF NARRATIVE B 001 \*\*\*

CONTINUATION SHEET		DТ	Reference No. of Document Being Continued					Page 5 of 5	
CONTINUATION SHEET				PIIN/SIIN DAAE07-03-C-L051			MOD/AMD PO		
Name	of Offeror or Contract	or: SHA	PE CHANGE TE	CHNOLOG	IES LLC				•
ECTION	G - CONTRACT ADMINIS	STRATION	DATA						
	PRON/								
INE	AMS CD/		OBLG STAT/			I	NCREASE/DECREASE		CUMULATIVE
<u>rem</u>	MIPR	<u>ACRN</u>	JOB ORD NO		PRIOR AMOUNT	_	AMOUNT		AMOUNT
00102	E142C145EH	AB	2	\$	0.00 \$	3	360,899.00	\$	360,899.00
	665502M4055		42C145						
					NET CHANGE \$	-	360,899.00		
ERVICE	NET CHANGE						ACCOUNTING		INCREASE/DECREASE
NAME	BY ACRN	ACCO	UNTING CLASS	IFICATI	ON		STATION		AMOUNT
rmy	AB	21	42040000046	N6N7EP6	65502255Y S20113		W56HZV	\$	360,899.00

NET CHANGE \$ 360,899.00

 PRIOR AMOUNT
 INCREASE/DECREASE
 CUMULATIVE

 OF AWARD
 AMOUNT
 OBLIG AMT

 NET CHANGE FOR AWARD:
 \$ 365,404.00
 \$ 360,899.00
 \$ 726,303.00